

1 Presented to the Court by the foreman of the
2 Grand Jury in open Court, in the presence of
3 the Grand Jury and FILED in The U.S.
4 DISTRICT COURT at Seattle, Washington.

JUDGE FRANKLIN BURGESS

5 NOVEMBER 20 2003
6 BRUCE RIPPIN, Clerk
7 By [Signature] Deputy

8 UNITED STATES DISTRICT COURT
9 WESTERN DISTRICT OF WASHINGTON
10 AT SEATTLE

11 UNITED STATES OF AMERICA,

NO. CR03-0343FDB

12 Plaintiff,

13 v.

SECOND SUPERSEDING
INDICTMENT

14 NATIONWIDE MOVING
15 SYSTEMS, LLC,

16 aka NORTHSTAR MOVING
& STORAGE,

17 aka AMERICAN STAR MOVING
& STORAGE,

18 ERJK DERI,
19 TANYA DERI,

20 aka TANYA MARTIN,
21 aka TANYA DEREI,

22 YUVAL DEREI,
23 JOE NAHAM,

24 aka JOSEF NAHUM,
25 aka YOSI DEREI,

26 aka AVNERY YOSEFY,
27 aka RAYMOND NEILSEN,

28 aka NIELSEN RAYMOND,
MARTIN KIRK II,

MICHAEL AIRGOOD, and
KRISTEN KLEIN,

aka KRISTEN AIRGOOD,

Defendants



03-CR-00343-INDI

THE GRAND JURY CHARGES THAT:

COUNT 1

**(Conspiracy to Commit Wire Fraud
and Interfere with Commerce by Extortion)**

1 **A. The Offense**

2 1. Beginning at a time uncertain, but in or about May 2002, and continuing
3 until on or about July 15, 2003, within the Western District of Washington, and
4 elsewhere, NATIONWIDE MOVING SYSTEMS, LLC, (aka NORTHSTAR
5 MOVING & STORAGE, aka AMERICAN STAR MOVING & STORAGE), ERIK
6 DERI, TANYA DERI, (aka TANYA MARTIN, aka TANYA DEREI), YUVAL
7 DEREI, JOE NAHAM, (aka JOSEF NAHUM, aka YOSI DEREI, aka
8 AVNERY JOSEFY, aka RAYMOND NEILSEN, aka NIELSEN RAYMOND),
9 MARTIN KIRK II, MICHAEL AIRGOOD, and KRISTEN KLEIN (aka KRISTEN
10 AIRGOOD) did knowingly and willfully conspire, combine, confederate, and agree
11 together with others, known and unknown, to commit offenses against the United
12 States, to wit: wire fraud, in violation of Title 18, United State Code, Section 1343, and
13 interference with commerce by extortion, in violation of Title 18, United States Code,
14 Section 1951, and committed acts in furtherance of that conspiracy.

15 **B. Background**

16 At all times material herein,

17 2. NATIONWIDE MOVING SYSTEMS, LLC ("NATIONWIDE"), (aka
18 NORTHSTAR MOVING & STORAGE, aka AMERICAN STAR MOVING &
19 STORAGE), was a moving company that operated from offices in the Western District
20 of Washington (Kirkland and Woodinville, Washington), and engaged in the interstate
21 transportation of household goods ("goods") for members of the public, an industry
22 that affects interstate commerce;

23 3. ERIK DERI was a resident of the Western District of Washington, and was
24 an owner, officer, and manager of NATIONWIDE, who exercised management
25 authority and control over NATIONWIDE and its employees;

26 4. TANYA DERI was a resident of the Western District of Washington, and
27 was an owner, officer, and manager of NATIONWIDE, who exercised management
28 authority and control over NATIONWIDE and its employees;

1 5. YUVAL DEREI was a resident of the Western District of Washington, and
2 was a manager and supervisor for NATIONWIDE, who provided estimates to
3 NATIONWIDE customers and direction to NATIONWIDE employees;

4 6. JOE NAHAM was a resident of the Western District of Washington, and
5 was a manager, supervisor and sometimes foreman for NATIONWIDE, who provided
6 estimates to NATIONWIDE customers and direction to NATIONWIDE employees;

7 7. MARTIN KIRK II was a resident of the Western District of Washington,
8 and was a packer and foreman on NATIONWIDE moving jobs, who participated in
9 packing and loading customers' goods onto and in the trucks used by NATIONWIDE
10 to move customers' goods;

11 8. MICHAEL AIRGOOD was a resident of the Western District of
12 Washington, and was a packer and occasional foreman on NATIONWIDE moving
13 jobs, who participated in packing and loading customers' goods onto and in the trucks
14 used by NATIONWIDE to move customers' goods; and

15 9. KRISTEN KLEIN was a resident of the Western District of Washington,
16 and was a secretary, office manager, and "estimator" for NATIONWIDE, who
17 provided estimates to NATIONWIDE customers and handled customer complaints.

18 **C. Object of the Conspiracy**

19 10. It was the object of the conspiracy for the defendants to unjustly enrich
20 themselves by luring customers into doing business with NATIONWIDE by offering
21 them low moving estimates, subsequently inflating the prices of the moves, and
22 thereafter withholding delivery of their goods until customers paid inflated prices to
23 NATIONWIDE.

24 **D. Manner and Means of the Conspiracy**

25 11. It was part of the conspiracy that NATIONWIDE falsely represented itself
26 to the public as a reputable and authorized moving company.

27 12. It was further part of the conspiracy that ERIK DERI, TANYA DERI,
28 YUVAL DEREI, JOE NAHAM, KRISTEN KLEIN, and other NATIONWIDE

1 employees intentionally provided low moving estimates to customers to induce them to
2 hire NATIONWIDE to move their goods. These estimates were conveyed by
3 telephone, facsimile or electronic mail ("e-mail").

4 13. It was further part of the conspiracy that ERIK DERI, TANYA DERI,
5 YUVAL DEREI, and JOE NAHAM supervised NATIONWIDE employees who
6 conducted the actual moves, and instructed those employees in techniques designed to
7 extort NATIONWIDE customers to obtain payments far in excess of the estimates
8 previously provided to the NATIONWIDE customers by telephone, fax, or e-mail.

9 14. It was further part of the conspiracy that NATIONWIDE moving crew
10 members, including JOE NAHAM, MARTIN KIRK II, MICHAEL AIRGOOD and
11 others, attempted to obtain the signatures of NATIONWIDE customers on blank or
12 incomplete bills of lading and other documents when they arrived to load the goods, in
13 order to "document" falsely the increases in moving costs to the NATIONWIDE
14 customers.

15 15. It was further part of the conspiracy that, once the NATIONWIDE
16 moving crew members, including JOE NAHAM, MARTIN KIRK II, MICHAEL
17 AIRGOOD and others, had loaded the customer's goods onto the moving trucks, JOE
18 NAHAM, MARTIN KIRK II, MICHAEL AIRGOOD and others employed by
19 NATIONWIDE would notify the customer of a falsely inflated price for the move, by
20 claiming, among other things, that the customer's goods occupied more cubic feet than
21 had been originally estimated by NATIONWIDE and/or by overcharging the
22 customers for unnecessary packing materials.

23 16. It was further part of the conspiracy that NATIONWIDE moving crews,
24 including JOE NAHAM, MARTIN KIRK II, MICHAEL AIRGOOD and others,
25 would threaten to unload the goods of the NATIONWIDE customer onto the street at
26 the pick-up location, and impose a charge for the same, if the customer did not agree to
27 pay the inflated price demanded by the NATIONWIDE moving crew.
28

1 17. It was further part of the conspiracy that once a customer's goods were in
2 the possession of NATIONWIDE, officers and employees of NATIONWIDE,
3 including ERIK DERI, TANYA DERI, YUVAL DEREI, JOE NAHAM, KRISTEN
4 KLEIN, MARTIN KIRK II, and MICHAEL AIRGOOD, and others, would threaten
5 NATIONWIDE customers during telephone conversations with the loss of their goods
6 unless they paid the inflated moving price demanded by NATIONWIDE.

7 18. It was further part of the conspiracy that ERIK DERI, TANYA DERI,
8 YUVAL DEREI, JOE NAHAM, and KRISTEN KLEIN ignored customers' repeated
9 complaints about the inflated price and/or lied to the customers about the delivery of
10 their goods, often using false names when dealing with customers over the telephone.

11 **E. Overt Acts**

12 In furtherance of the conspiracy and to achieve the objects thereof, at least one
13 of the co-conspirators committed or caused to be committed, in the Western District of
14 Washington, and elsewhere, at least one of the following overt acts, among others:

15 19. On or about July 17, 2002, a NATIONWIDE moving crew loaded the
16 goods of R. & J.B. onto a moving truck for an interstate move, and, once the goods
17 were so loaded, the NATIONWIDE crew, at the direction and under the supervision of
18 ERIK DERI, TANYA DERI, JOE NAHAM, and others, inflated the price of the
19 interstate move from the original fraudulent estimate of \$4,434.00 to an inflated price
20 of \$14,000.00, and attempted to induce the customers to pay the inflated price, based
21 upon threats of economic harm if they did not.

22 20. On or about August 15, 2002, a NATIONWIDE moving crew loaded the
23 goods of T. & A.W. onto a moving truck for an interstate move, and, once the goods
24 were so loaded, the NATIONWIDE crew, at the direction and under the supervision of
25 ERIK DERI, TANYA DERI, JOE NAHAM, and others, inflated the price of the
26 interstate move from the original fraudulent estimate of \$1,100.00 to an inflated price
27 of \$3,915.00, and attempted to induce the customers to pay the inflated price, based
28 upon threats of economic harm if they did not.

1 21. On or about August 16, 2002, a NATIONWIDE moving crew loaded the
2 goods of R.R. onto a moving truck for an interstate move, and, once the goods were so
3 loaded, the NATIONWIDE crew, at the direction and under the supervision of ERIK
4 DERI, TANYA DERI, JOE NAHAM, and others, inflated the price of the interstate
5 move from the original fraudulent estimate of \$4,222.12 to an inflated price of
6 \$25,530.00, and attempted to induce the customer to pay the inflated price, based upon
7 threats of economic harm if he did not.

8 22. On or about August 30, 2002, NATIONWIDE intentionally provided by e-
9 mail an initial low estimate of \$1,282.50 to B.V. in Oregon, intending to entice him
10 thereby to hire NATIONWIDE to conduct an interstate move for which he would later
11 be charged an inflated price.

12 23. On or about September 1, 2002, ERIK DERI and TANYA DERI
13 intentionally provided by e-mail and telephone an initial low estimate of \$2,800.00 to
14 D. & D.H. in California, intending to entice them thereby to hire NATIONWIDE to
15 conduct an interstate move for which they would later be charged an inflated price.

16 24. On or about September 14, 2002, a NATIONWIDE moving crew loaded
17 the goods of K.G. onto a moving truck for an interstate move, and, once the goods
18 were so loaded, the NATIONWIDE crew, at the direction and under the supervision of
19 ERIK DERI, TANYA DERI, JOE NAHAM, and others, inflated the price of the
20 interstate move from the original fraudulent estimate of \$1,275.00 to an inflated price
21 of \$2,550.00, and attempted to induce the customer to pay the inflated price, based
22 upon threats of economic harm if she did not.

23 25. On or about October 3, 2002, a NATIONWIDE moving crew loaded the
24 goods of D. & D.H. onto a moving truck for an interstate move, and, once the goods
25 were so loaded, the NATIONWIDE crew, at the direction and under the supervision of
26 ERIK DERI, TANYA DERI, JOE NAHAM, and others, inflated the price of the
27 interstate move from the original fraudulent estimate of \$2,800.00 to an inflated price
28

1 of \$10,000.00, and attempted to induce the customers to pay the inflated price, based
2 upon threats of economic harm if they did not.

3 26. On or about October 14, 2002, a NATIONWIDE moving crew loaded the
4 goods of S.L. onto a moving truck for an interstate move, and, once the goods were so
5 loaded, the NATIONWIDE crew, at the direction and under the supervision of ERIK
6 DERI, TANYA DERI, JOE NAHAM, and others, inflated the price of the interstate
7 move from the original fraudulent estimate of \$1,301.00 to an inflated price of
8 \$3,000.00, and attempted to induce the customer to pay the inflated price, based upon
9 threats of economic harm if she did not.

10 27. On or about October 17, 2002, a NATIONWIDE moving crew loaded the
11 goods of B.V. onto a moving truck for an interstate move, and, once the goods were so
12 loaded, the NATIONWIDE crew, at the direction and under the supervision of ERIK
13 DERI, TANYA DERI, JOE NAHAM, and others, inflated the price of the interstate
14 move from the original fraudulent estimate of \$1,279.80 to an inflated price of
15 \$4,500.00, and attempted to induce the customer to pay the inflated price, based upon
16 threats of economic harm if he did not.

17 28. On or about October 21, 2002, a NATIONWIDE moving crew loaded the
18 goods of J.J. onto a moving truck for an interstate move, and, once the goods were so
19 loaded, the NATIONWIDE crew, at the direction and under the supervision of ERIK
20 DERI, TANYA DERI, JOE NAHAM, and others, inflated the price of the interstate
21 move from the original fraudulent estimate of \$3,931.00 to an inflated price of
22 \$16,000.00, and attempted to induce the customer to pay the inflated price, based upon
23 threats of economic harm if he did not.

24 29. On or about November 1, 2002, NATIONWIDE intentionally provided by
25 telephone an initial low estimate of \$770.00 to A.T. in Nevada, intending to entice her
26 thereby to hire NATIONWIDE to conduct an interstate move for which she would later
27 be charged an inflated price.
28

1 30. On or about November 5, 2002, a NATIONWIDE moving crew loaded the
2 goods of A.T. onto a moving truck for an interstate move, and, once the goods were so
3 loaded, the NATIONWIDE crew, at the direction and under the supervision of ERIK
4 DERI, TANYA DERI, JOE NAHAM, and others, inflated the price of the interstate
5 move from the original fraudulent estimate of \$770.00 to an inflated price of
6 \$1,600.00, and attempted to induce the customer to pay the inflated price, based upon
7 threats of economic harm if she did not.

8 31. On or about November 11, 2002, a NATIONWIDE moving crew loaded
9 the goods of A.L. & K.M. onto a moving truck for an interstate move, and, once the
10 goods were so loaded, the NATIONWIDE crew, at the direction and under the
11 supervision of ERIK DERI, TANYA DERI, JOE NAHAM, and others, inflated the
12 price of the interstate move from the original fraudulent estimate of \$2,000.00 to an
13 inflated price of \$5,000.00, and attempted to induce the customers to pay the inflated
14 price, based upon threats of economic harm if they did not.

15 32. On or about November 15, 2002, a NATIONWIDE moving crew loaded
16 the goods of R.B. onto a moving truck for an interstate move, and, once the goods were
17 so loaded, the NATIONWIDE crew, at the direction and under the supervision of
18 ERIK DERI, TANYA DERI, JOE NAHAM, and others, inflated the price of the
19 interstate move from the original fraudulent estimate of \$1,498.75 to an inflated price
20 of \$3,473.75, and attempted to induce the customer to pay the inflated price, based
21 upon threats of economic harm if she did not.

22 33. On or about November 29, 2002, a NATIONWIDE moving crew loaded
23 the goods of A.H. onto a moving truck for an interstate move, and, once the goods
24 were so loaded, the NATIONWIDE crew, at the direction and under the supervision of
25 ERIK DERI, TANYA DERI, JOE NAHAM, and others, inflated the price of the
26 interstate move from the original fraudulent estimate of \$1,044.12 to an inflated price
27 of \$7,043.00, and attempted to induce the customer to pay the inflated price, based
28 upon threats of economic harm if he did not.

1 34. On or about December 1, 2002, NATIONWIDE intentionally provided by
2 e-mail an initial low estimate of \$2,730.00 to S. & D.G. in California, intending to
3 entice them thereby to hire NATIONWIDE to conduct an interstate move for which
4 they would later be charged an inflated price.

5 35. On or about December 10, 2002, a NATIONWIDE moving crew loaded
6 the goods of R.M. onto a moving truck for an interstate move, and, once the goods
7 were so loaded, the NATIONWIDE crew, at the direction and under the supervision of
8 ERIK DERI, TANYA DERI, JOE NAHAM, and others, inflated the price of the
9 interstate move from the original fraudulent estimate of \$2,180.25 to an inflated price
10 of \$12,803.00, and attempted to induce the customer to pay the inflated price, based
11 upon threats of economic harm if he did not.

12 36. On or about December 13, 2002, a NATIONWIDE moving crew loaded
13 the goods of S.C. onto a moving truck for an interstate move, and, once the goods were
14 so loaded, the NATIONWIDE crew, at the direction and under the supervision of
15 ERIK DERI, TANYA DERI, JOE NAHAM, and others, inflated the price of the
16 interstate move from the original fraudulent estimate of \$1,900.00 to an inflated price
17 of \$6,400.00, and attempted to induce the customer to pay the inflated price, based
18 upon threats of economic harm if she did not.

19 37. On or about December 17, 2002, a NATIONWIDE moving crew loaded
20 the goods of J.L. onto a moving truck for an interstate move, and, once the goods were
21 so loaded, the NATIONWIDE crew, at the direction and under the supervision of
22 ERIK DERI, TANYA DERI, JOE NAHAM, and others, inflated the price of the
23 interstate move from the original fraudulent estimate of \$2,500.00 to an inflated price
24 of \$5,300.00, and attempted to induce the customer to pay the inflated price, based
25 upon threats of economic harm if he did not.

26 38. On or about December 28, 2002, a NATIONWIDE moving crew loaded
27 the goods of L.B. onto a moving truck for an interstate move, and, once the goods were
28 so loaded, the NATIONWIDE crew, at the direction and under the supervision of

1 ERIK DERI, TANYA DERI, JOE NAHAM, and others, inflated the price of the
2 interstate move from the original fraudulent estimate of \$1,406.00 to an inflated price
3 of \$3,784.00, and attempted to induce the customer to pay the inflated price, based
4 upon threats of economic harm if she did not.

5 39. On or about December 30, 2002, a NATIONWIDE moving crew loaded
6 the goods of S. & D.G. onto a moving truck for an interstate move, and, once the goods
7 were so loaded, the NATIONWIDE crew, at the direction and under the supervision of
8 ERIK DERI, TANYA DERI, JOE NAHAM, and others, inflated the price of the
9 interstate move from the original fraudulent estimate of \$2,730.00 to an inflated price
10 of \$18,792.00, and attempted to induce the customers to pay the inflated price, based
11 upon threats of economic harm if they did not.

12 40. On or about December 31, 2002, NATIONWIDE intentionally provided
13 by e-mail an initial low estimate of \$1,316.00 to C. & J.M. in Oregon, intending to
14 entice them thereby to hire NATIONWIDE to conduct an interstate move for which
15 they would later be charged an inflated price.

16 41. On or about January 1, 2003, KRISTEN KLEIN intentionally provided by
17 telephone an initial low estimate of \$1,300.00 to B.C. in Oregon, intending to entice
18 her thereby to hire NATIONWIDE to conduct an interstate move for which she would
19 later be charged an inflated price.

20 42. On or about January 3, 2003, a NATIONWIDE moving crew loaded the
21 goods of G.B. onto a moving truck for an interstate move, and, once the goods were so
22 loaded, the NATIONWIDE crew, at the direction and under the supervision of ERIK
23 DERI, TANYA DERI, JOE NAHAM, and others, inflated the price of the interstate
24 move from the original fraudulent estimate of \$1,100.00 to an inflated price of
25 \$2,533.00, and attempted to induce the customer to pay the inflated price, based upon
26 threats of economic harm if she did not.

27 43. On or about January 27, 2003, a NATIONWIDE moving crew loaded the
28 goods of B.C. onto a moving truck for an interstate move, and, once the goods were so

1 loaded, the NATIONWIDE crew, at the direction and under the supervision of ERIK
2 DERI, TANYA DERI, JOE NAHAM, and others, inflated the price of the interstate
3 move from the original fraudulent estimate of \$1,300.00 to an inflated price of
4 \$3,476.10, and attempted to induce the customer to pay the inflated price, based upon
5 threats of economic harm if she did not.

6 44. On or about January 31, 2003, a NATIONWIDE moving crew loaded the
7 goods of C. & J.M. onto a moving truck for an interstate move, and, once the goods
8 were so loaded, the NATIONWIDE crew, at the direction and under the supervision of
9 ERIK DERI, TANYA DERI, JOE NAHAM, and others, inflated the price of the
10 interstate move from the original fraudulent estimate of \$1,316.70.00 to an inflated
11 price of \$5,000.00, and attempted to induce the customers to pay the inflated price,
12 based upon threats of economic harm if they did not.

13 45. On or about February 1, 2003, KRISTEN KLEIN intentionally provided
14 by telephone an initial low estimate of \$1,200.00 to K.W. in Oregon, intending to
15 entice him thereby to hire NATIONWIDE to conduct an interstate move for which he
16 would later be charged an inflated price.

17 46. On or about February 7, 2003, ERIK DERI, using the name "Matthew",
18 told NATIONWIDE customer G.B. by telephone in Colorado that NATIONWIDE
19 would not deliver G.B.'s goods unless she paid the inflated price of \$2,533.00 that
20 NATIONWIDE had demanded.

21 47. On or about February 21, 2003, a NATIONWIDE moving crew loaded the
22 goods of S. & E.A. onto a moving truck for an interstate move, and, once the goods
23 were so loaded, the NATIONWIDE crew, at the direction and under the supervision of
24 ERIK DERI, TANYA DERI, JOE NAHAM, and others, inflated the price of the
25 interstate move from the original fraudulent estimate of \$3,360.00 to an inflated price
26 of \$16,000.00, and attempted to induce the customers to pay the inflated price, based
27 upon threats of economic harm if they did not.

1 48. On or about February 24, 2003, a NATIONWIDE moving crew loaded the
2 goods of K.W. onto a moving truck for an interstate move, and, once the goods were so
3 loaded, the NATIONWIDE crew, at the direction and under the supervision of ERIK
4 DERI, TANYA DERI, JOE NAHAM, and others, inflated the price of the interstate
5 move from the original fraudulent estimate of \$1,200.00 to an inflated price of
6 \$3,800.00, and attempted to induce the customer to pay the inflated price, based upon
7 threats of economic harm if he did not.

8 49. On or about February 26, 2003, a NATIONWIDE moving crew loaded the
9 goods of S.D. onto a moving truck for an interstate move, and, once the goods were so
10 loaded, the NATIONWIDE crew, at the direction and under the supervision of ERIK
11 DERI, TANYA DERI, JOE NAHAM, and others, inflated the price of the interstate
12 move from the original fraudulent estimate of \$800.00 to an inflated price of \$964.00,
13 and attempted to induce the customer to pay the inflated price, based upon threats of
14 economic harm if she did not.

15 50. On or about February 27, 2003, a NATIONWIDE moving crew loaded the
16 goods of J.M. onto a moving truck for an interstate move, and, once the goods were so
17 loaded, the NATIONWIDE crew, at the direction and under the supervision of ERIK
18 DERI, TANYA DERI, JOE NAHAM, and others, inflated the price of the interstate
19 move from the original fraudulent estimate of \$800.65 to an inflated price of
20 \$3,132.00, and attempted to induce the customer to pay the inflated price, based upon
21 threats of economic harm if she did not.

22 51. On or about February 28, 2002, a NATIONWIDE moving crew loaded the
23 goods of L.S. onto a moving truck for an interstate move, and, once the goods were so
24 loaded, the NATIONWIDE crew, at the direction and under the supervision of ERIK
25 DERI, TANYA DERI, JOE NAHAM, and others, inflated the price of the interstate
26 move from the original fraudulent estimate of \$1,296.75 to an inflated price of
27 \$3,030.00, and attempted to induce the customer to pay the inflated price, based upon
28 threats of economic harm if she did not.

1 52. On or about March 1, 2003, KRISTEN KLEIN intentionally provided by
2 telephone an initial low estimate of \$3,696.00 to A. & J.B. in California, intending to
3 entice them thereby to hire NATIONWIDE to conduct an interstate move for which
4 they would later be charged an inflated price.

5 53. On or about March 3, 2003, ERIK DERI initially told NATIONWIDE
6 customer J.M. by telephone in Louisiana that NATIONWIDE would take J.M.'s goods
7 to an undisclosed location unless she paid the inflated price of \$3,132.00 that
8 NATIONWIDE had demanded, and subsequently told her by telephone in Louisiana
9 that she must pay a "discounted price" of \$1,600.00 to receive her goods from
10 NATIONWIDE.

11 54. On or about March 7, 2003, a NATIONWIDE moving crew loaded the
12 goods of C.S. onto a moving truck for an interstate move, and, once the goods were so
13 loaded, the NATIONWIDE crew, at the direction and under the supervision of ERIK
14 DERI, TANYA DERI, JOE NAHAM, and others, inflated the price of the interstate
15 move from the original fraudulent estimate of \$2,251.80 to an inflated price of
16 \$6,000.00, and attempted to induce the customer to pay the inflated price, based upon
17 threats of economic harm if she did not.

18 55. On or about March 14, 2003, a NATIONWIDE moving crew loaded the
19 goods of A. & J.B. onto a moving truck for an interstate move, and, once the goods
20 were so loaded, the NATIONWIDE crew, at the direction and under the supervision of
21 ERIK DERI, TANYA DERI, JOE NAHAM, YUVAL DEREI, and others, inflated the
22 price of the interstate move from the original fraudulent estimate of \$3,696.00 to an
23 inflated price of \$8,640.00, and attempted to induce the customers to pay the inflated
24 price, based upon threats of economic harm if they did not.

25 56. On or about March 15, 2003, a NATIONWIDE moving crew loaded the
26 goods of A.K. onto a moving truck for an interstate move, and, once the goods were so
27 loaded, the NATIONWIDE crew, at the direction and under the supervision of ERIK
28 DERI, TANYA DERI, JOE NAHAM, YUVAL DEREI, and others, inflated the price

1 of the interstate move from the original fraudulent estimate of \$1,750.00 to an inflated
2 price of \$2,990.00, and attempted to induce the customer to pay the inflated price,
3 based upon threats of economic harm if she did not.

4 57. On or about March 24, 2003, a NATIONWIDE moving crew loaded the
5 goods of D.C. onto a moving truck for an interstate move, and, once the goods were so
6 loaded, the NATIONWIDE crew, at the direction and under the supervision of ERIK
7 DERI, TANYA DERI, JOE NAHAM, YUVAL DEREI, and others, inflated the price
8 of the interstate move from the original fraudulent estimate of \$1,100.00 to an inflated
9 price of \$2,200.00, and attempted to induce the customer to pay the inflated price,
10 based upon threats of economic harm if he did not.

11 58. On or about April 15, 2003, ERIK DERI and KRISTEN KLEIN
12 intentionally provided by e-mail an initial low estimate of \$3,850.00 to C.L.M. in
13 Arizona, intending to entice her thereby to hire NATIONWIDE to conduct an interstate
14 move for which she would later be charged an inflated price.

15 59. On or about April 18, 2003, a NATIONWIDE moving crew loaded the
16 goods of M. & S.A. onto a moving truck for an interstate move, and, once the goods
17 were so loaded, the NATIONWIDE crew, at the direction and under the supervision of
18 ERIK DERI, TANYA DERI, YUVAL DEREI, and others, inflated the price of the
19 interstate move from the original fraudulent estimate of \$480.00 to an inflated price of
20 \$630.00, and attempted to induce the customers to pay the inflated price, based upon
21 threats of economic harm if they did not.

22 60. On or about April 29, 2003, KRISTEN KLEIN intentionally provided by
23 e-mail and telephone an initial low estimate of \$800.00 to A.J. in California, intending
24 to entice her thereby to hire NATIONWIDE to conduct an interstate move for which
25 she would later be charged an inflated price.

26 61. On or about May 13, 2003, a NATIONWIDE moving crew loaded the
27 goods of K. & D.B. onto a moving truck for an interstate move, and, once the goods
28 were so loaded, the NATIONWIDE crew, at the direction and under the supervision of

1 ERIK DERI, TANYA DERI, YUVAL DEREI, and others, inflated the price of the
2 interstate move from the original fraudulent estimate of \$3,780.00 to an inflated price
3 of \$8,400.00, and attempted to induce the customers to pay the inflated price, based
4 upon threats of economic harm if they did not.

5 62. On or about May 19, 2003, a NATIONWIDE moving crew loaded the
6 goods of C.L.M. onto a moving truck for an interstate move, and, once the goods were
7 so loaded, the NATIONWIDE crew, at the direction and under the supervision of
8 ERIK DERI, TANYA DERI, YUVAL DEREI, and others, inflated the price of the
9 interstate move from the original fraudulent estimate of \$3,850.00 to an inflated price
10 of \$12,826.00, and attempted to induce the customer to pay the inflated price, based
11 upon threats of economic harm if she did not.

12 63. On or about May 28, 2003, a NATIONWIDE moving crew loaded the
13 goods of A.J. onto a moving truck for an interstate move, and, once the goods were so
14 loaded, the NATIONWIDE crew, at the direction and under the supervision of ERIK
15 DERI, TANYA DERI, YUVAL DEREI, and others, inflated the price of the interstate
16 move from the original fraudulent estimate of \$800.00 to an inflated price of
17 \$1,400.00, and attempted to induce the customer to pay the inflated price, based upon
18 threats of economic harm if she did not.

19 64. On or about June 27, 2003, a NATIONWIDE moving crew (then doing
20 business as AMERICAN STAR MOVING), with MICHAEL AIRGOOD as foreman,
21 loaded the goods of N.K. onto a moving truck for an interstate move, and, once the
22 goods were so loaded, the AMERICAN STAR crew, at the direction and under the
23 supervision of ERIK DERI, TANYA DERI, YUVAL DEREI, and others, inflated the
24 price of the interstate move from the original fraudulent estimate of \$1,595.00 to an
25 inflated price of \$2,830.00, and attempted to induce the customer to pay the inflated
26 price, based upon threats of economic harm if she did not.

27 65. On or about July 1, 2003, a NATIONWIDE moving crew (then doing
28 business as AMERICAN STAR MOVING) loaded the goods of J.J. onto a moving

1 truck for an interstate move, and, once the goods were so loaded, the AMERICAN
2 STAR crew, at the direction and under the supervision of ERIK DERI, TANYA DERI,
3 YUVAL DEREI, and others, inflated the price of the interstate move from the original
4 fraudulent estimate of \$1,300.00 to an inflated price of \$3,400.00, and attempted to
5 induce the customer to pay the inflated price, based upon threats of economic harm if
6 he did not.

7 66. On or about July 11, 2003, a NATIONWIDE moving crew (then doing
8 business as AMERICAN STAR MOVING) loaded the goods of C.R. onto a moving
9 truck for an interstate move, and, once the goods were so loaded, the AMERICAN
10 STAR crew, at the direction and under the supervision of ERIK DERI, TANYA DERI,
11 YUVAL DEREI, and others, inflated the price of the interstate move from the original
12 fraudulent estimate of \$1,428.70 to an inflated price of \$3,170.00, and attempted to
13 induce the customer to pay the inflated price, based upon threat of economic harm if
14 she did not.

15 All in violation of Title 18, United States Code, Section 371.

16
17 **COUNTS 2 - 13**
18 **(Wire Fraud)**

19 **A. The Scheme to Defraud and to Obtain Money and Property**

20 67. Paragraphs 1 through 18 are realleged and incorporated as though fully set
21 forth herein.

22 68. Beginning at a time uncertain, but in or about May 2002, and continuing
23 until July 15, 2003, within the Western District of Washington, and elsewhere,
24 NATIONWIDE MOVING & STORAGE, LLC, (aka NORTHSTAR MOVING &
25 STORAGE, aka AMERICAN STAR MOVING & STORAGE), ERIK DERI, TANYA
26 DERI, (aka TANYA MARTIN, aka TANYA DEREI), YUVAL DEREI, JOE
27 NAHAM, (aka JOSEF NAHUM, aka YOSI DEREI, aka AVNERY JOSEFY, aka
28 RAYMOND NEILSEN, aka NIELSEN RAYMOND), MARTIN KIRK II, MICHAEL
AIRGOOD, and KRISTEN KLEIN (aka KRISTEN AIRGOOD) knowingly and

1 willfully devised and executed a scheme and artifice to defraud customers of
2 NATIONWIDE, and to obtain money belonging to those customers by means of false
3 and fraudulent pretenses, representations, and promises, by luring customers into doing
4 business with NATIONWIDE by offering them low moving estimates, subsequently
5 inflating the price of the move, and thereafter withholding delivery of their goods until
6 they paid the inflated price to NATIONWIDE.

7 **B. Execution of the Scheme to Defraud**

8 69. On or about the dates set forth below, at Kirkland, Woodinville, and other
9 places within the Western District of Washington, and elsewhere, the defendants set
10 forth below with respect to each count, together with other persons known and
11 unknown to the Grand Jury, having devised and intended to devise the above-described
12 scheme and artifice to defraud, and for obtaining money and property by means of
13 false and fraudulent pretenses, representations, and promises, did, for the purpose of
14 executing such scheme or artifice, knowingly and willfully transmit and cause to be
15 transmitted, by wire communication in interstate and foreign commerce, the writings,
16 signs, signals, pictures, and sounds described below, each of which constitutes a
17 representative sample of the use of wire communications in interstate and foreign
18 commerce in furtherance of the scheme and artifice to defraud and a separate count of
19 this Second Superseding Indictment, as follows:

<u>COUNT</u>	<u>DEFENDANTS</u>	<u>DATE</u>	<u>SENT TO</u>	<u>DESCRIPTION OF ITEM</u>
2	NATIONWIDE ERIK DERI TANYA DERI JOE NAHAM MARTIN KIRK II MICHAEL AIRGOOD KRISTEN KLEIN	8/30/02	B.V. in OR	e-mail with initial estimated price of \$1,282.50
3	NATIONWIDE ERIK DERI TANYA DERI JOE NAHAM MARTIN KIRK II MICHAEL AIRGOOD KRISTEN KLEIN	9/1/02	D. & D.H. in CA	e-mail and telephone call/s with initial estimated price of \$2,800.00

1	4	NATIONWIDE	11/1/02	A.T. in NV	telephone call with initial
2		ERIK DERI			estimated price of \$770.00
3		TANYA DERI			
4		JOE NAHAM			
5		MARTIN KIRK II			
6		MICHAEL AIRGOOD			
7		KRISTEN KLEIN			
8	5	NATIONWIDE	12/1/02	S. & D.G.	e-mail with initial
9		ERIK DERI		in CA	estimated price of \$2,730.00
10		TANYA DERI			
11		JOE NAHAM			
12		MARTIN KIRK II			
13		MICHAEL AIRGOOD			
14		KRISTEN KLEIN			
15	6	NATIONWIDE	12/31/02	C. & J.M.	e-mail with initial
16		ERIK DERI		in OR	estimated price of \$1,316.00
17		TANYA DERI			
18		JOE NAHAM			
19		MARTIN KIRK II			
20		MICHAEL AIRGOOD			
21		KRISTEN KLEIN			
22	7	NATIONWIDE	1/1/03	B.C. in OR	telephone call with initial
23		ERIK DERI			estimated price of \$1,300.00
24		TANYA DERI			
25		JOE NAHAM			
26		MARTIN KIRK II			
27		MICHAEL AIRGOOD			
28		KRISTEN KLEIN			
29	8	NATIONWIDE	2/1/03	K.W. in OR	telephone call with initial
30		ERIK DERI			estimated price of \$1,200.00
31		TANYA DERI			
32		JOE NAHAM			
33		MARTIN KIRK II			
34		MICHAEL AIRGOOD			
35		KRISTEN KLEIN			
36	9	NATIONWIDE	2/7/03	G.B. in CO	telephone call demanding
37		ERIK DERI			payment of \$2,535.00, rather
38		TANYA DERI			than initial estimated price
39		JOE NAHAM			of \$1,100.00
40		MARTIN KIRK II			
41		MICHAEL AIRGOOD			
42		KRISTEN KLEIN			
43	10	NATIONWIDE	3/1/03	A. & J.B.	telephone call with initial
44		ERIK DERI		in CA	estimated price of \$3,696.00
45		TANYA DERI			
46		JOE NAHAM			
47		MARTIN KIRK II			
48		MICHAEL AIRGOOD			
49		KRISTEN KLEIN			

1	11	NATIONWIDE	3/3/03	J.M. in L.A	telephone call demanding
2		ERIK DERI			payment of \$3,132.00, rather
3		TANYA DERI			than initial estimated price
4		JOE NAHAM			of \$800.00
5		MARTIN KIRK II			
6		MICHAEL AIRGOOD			
7		KRISTEN KLEIN			
8	12	NATIONWIDE	4/15/03	C.L.M.	e-mail with initial
9		ERIK DERI		in AZ	estimated price of \$3,850.00
10		TANYA DERI			
11		YUVAL DEREI			
12		MICHAEL AIRGOOD			
13		KRISTEN KLEIN			
14	13	NATIONWIDE	4/29/03	A.J.	e-mail and telephone call with
15		ERIK DERI		in CA	initial estimated price of
16		TANYA DERI			\$800.00
17		YUVAL DEREI			
18		MICHAEL AIRGOOD			
19		KRISTEN KLEIN			

All in violation of Title 18, United States Code, Sections 1343 and 2.

COUNTS 14 - 39
(Interference with Commerce by Extortion)

70. Paragraphs 1 through 18 are recalled and incorporated as though fully set forth herein.

71. On or about the dates set forth below, in the Western District of Washington, and elsewhere, NATIONWIDE MOVING & STORAGE, LLC, (aka NORTHSTAR MOVING & STORAGE, aka AMERICAN STAR MOVING & STORAGE), ERIK DERI, TANYA DERI, (aka TANYA MARTIN, aka TANYA DEREI), JOE NAHAM, (aka JOSEF NAHUM, aka YOSI DEREI, aka AVNERY JOSEFY, aka RAYMOND NEILSEN, aka NIELSEN RAYMOND), MARTIN KIRK II, MICHAEL AIRGOOD, and KRISTEN KLEIN (aka KRISTEN AIRGOOD) did knowingly and unlawfully obstruct, delay and affect, and attempt to obstruct, delay and affect interstate commerce and the movement of articles and commodities in such commerce by means of extortion, in that defendants unlawfully received money for interstate moving services from customers, with their consent

1 induced by the wrongful use of fear of actual and threatened economic harm, in that
2 defendants threatened to withhold delivery of customers' goods unless they paid
3 money that NATIONWIDE claimed it was owed.

4	<u>COUNT</u>	<u>DATE</u>	<u>VICTIM</u>	<u>INTERSTATE MOVE AFFECTED</u>
5	14	7/17/02	R. & J.B.	goods loaded onto truck in Bellevue, WA by
6				NATIONWIDE moving crew; delivery
7				destination: Hillsboro, OR; NATIONWIDE
				demanded payment of \$14,000.00, instead of
				\$4,434.00
8	15	8/15/02	T.& A.W.	goods loaded onto truck in Springfield, OR by
9				NATIONWIDE moving crew; delivery
10				destination: Ann Arbor, MI; NATIONWIDE
				demanded payment of \$3,915.00, instead of
				\$1,100.00
11	16	8/16/02	R.R.	goods loaded onto truck in San Francisco, CA
12				by NATIONWIDE moving crew; delivery
13				destination: Seattle, WA; NATIONWIDE
				demanded payment of \$25,530.00, instead of
				\$4,222.12
14	17	9/14/02	K.G.	goods loaded onto truck in Seattle, WA by
15				NATIONWIDE moving crew; delivery
16				destination: Knoxville, TN; NATIONWIDE
				demanded payment of \$2,550.00, instead of
				\$1,275.00
17	18	10/03/02	D. & D.H.	goods loaded onto truck in Eldorado Hills, CA
18				by NATIONWIDE moving crew; delivery
19				destination: Montrose, CO; NATIONWIDE
				demanded payment of \$10,000.00, instead of
				\$2,800.00
20	19	10/14/02	S.L.	goods loaded onto truck in AZ by
21				NATIONWIDE moving crew; delivery
22				destination: Roseburg, OR; NATIONWIDE
				demanded payment of \$3,000.00, instead of
				\$1,295.30
23	20	10/17/02	B.V	goods loaded onto truck in Portland, OR by
24				NATIONWIDE moving crew; delivery
25				destination: Canton, OH; NATIONWIDE
				demanded payment of \$4,500.00, instead of
				\$1,282.50
26	21	10/21/02	J.J.	goods loaded onto truck in Seattle, WA by
27				NATIONWIDE moving crew; delivery
28				destination: Boynton Beach, FL;
				NATIONWIDE demanded payment of
				\$16,000.00, instead of \$3,931.00

1	22	11/5/02	A.T.	goods loaded onto truck in Las Vegas, NV by NATIONWIDE moving crew; delivery destination: Seattle, WA; NATIONWIDE demanded payment of \$1,600.00, instead of \$770.00
2				
3				
4	23	11/1/02	A.L. & K.R.	goods loaded onto truck in Seattle, WA by NATIONWIDE moving crew; delivery destination: Pacifica, CA; NATIONWIDE demanded payment of \$5,000.00, instead of \$2,000.00
5				
6				
7	24	11/15/02	R.B.	goods loaded onto truck in Palouse, WA by NATIONWIDE moving crew; delivery destination: Wilmington, NC; NATIONWIDE demanded payment of \$3,473.75, instead of \$1,498.75
8				
9				
10	25	11/29/02	A.H.	goods loaded onto truck in Portland, OR by NATIONWIDE moving crew; delivery destination: Las Vegas, NV; NATIONWIDE demanded payment of \$7,043.00, instead of \$1,044.00
11				
12				
13	26	12/10/02	R.M.	goods loaded onto truck in Union Gap, WA by NATIONWIDE moving crew; delivery destination: Everton, AR; NATIONWIDE demanded payment of \$12,803.00, instead of \$2,180.00
14				
15				
16	27	12/13/02	S.C.	goods loaded onto truck in San Jose, CA by NATIONWIDE moving crew; delivery destination: Seattle, WA; NATIONWIDE demanded payment of \$6,400.00, instead of \$1,900.00
17				
18				
19	28	12/17/02	J.L.	goods loaded onto truck in WA by NATIONWIDE moving crew; delivery destination: Austin, TX; NATIONWIDE demanded payment of \$5,300.00, instead of \$2,500.00
20				
21				
22	29	12/28/02	L.B.	goods loaded onto truck in Omaha, NE by NATIONWIDE moving crew; delivery destination: Seattle, WA; NATIONWIDE demanded payment of \$3,784.00, instead of \$1,406.00
23				
24				
25	30	12/30/02	S. & D.G.	goods loaded onto truck in CA by NATIONWIDE moving crew; delivery destination: Leander, TX; NATIONWIDE demanded payment of \$18,790.00, instead of \$2,730.00
26				
27				
28				

1	31	1/3/2003	G.B.	goods loaded onto truck in Issaquah, WA by NATIONWIDE moving crew; delivery destination: Denver, CO; NATIONWIDE demanded payment of \$2,535.00, instead of \$1,100.00
2				
3				
4	32	1/27/03	B.C.	goods loaded onto truck in Portland, OR by NATIONWIDE moving crew; delivery destination: Sherman Oaks, CA; NATIONWIDE demanded payment of \$3,476.10, instead of \$1,300.00
5				
6				
7	33	1/31/03	C. & J.M.	goods loaded onto truck in Gresham, OR by NATIONWIDE moving crew; delivery destination: Mesa, AZ; NATIONWIDE demanded payment of \$5,000.00, instead of \$1,316.70
8				
9				
10	34	2/21/03	S. & E.A.	goods loaded onto truck in Woodland Hills, CA by NATIONWIDE moving crew; delivery destination: Revere, MA; NATIONWIDE demanded payment of \$16,000.00, instead of \$3,600.00
11				
12				
13	35	2/24/03	K.W.	goods loaded onto truck in Phoenix, AZ by NATIONWIDE moving crew; delivery destination: Portland, OR; NATIONWIDE demanded payment of \$3,800.00, instead of \$1,200.00
14				
15				
16	36	2/26/03	S.D.	goods loaded onto truck in Seattle, WA by NATIONWIDE moving crew; delivery destination: Antioch, IL; NATIONWIDE demanded payment of \$964.00, instead of \$800.00
17				
18				
19	37	2/27/03	J.M.	goods loaded onto truck in Federal Way, WA by NATIONWIDE moving crew; delivery destination: Bossier City, LA; NATIONWIDE demanded payment of \$3,132.00, instead of \$800.00
20				
21				
22	38	2/28/03	L.S.	goods loaded onto truck in Seattle, WA by NATIONWIDE moving crew; delivery destination: Liverpool, NY; NATIONWIDE demanded payment of \$3,030.00, instead of \$1,296.75
23				
24				
25				
26	///////			
27	///////			
28	///////			

39 3/07/03 C.S. goods loaded onto truck in WA by
NATIONWIDE moving crew; delivery
destination: Lithia Springs, GA;
NATIONWIDE demanded payment of
\$6,000.00, instead of \$2,251.00

All in violation of Title 18, United States Code, Sections 1951 and 2.

COUNTS 40 - 42
(Interference with Commerce by Extortion)

72. Paragraphs 1 through 18 are realleged and incorporated as though fully set forth herein.

73. On or about the dates set forth below, in the Western District of Washington, and elsewhere, NATIONWIDE MOVING & STORAGE, LLC, (aka NORTHSTAR MOVING & STORAGE, aka AMERICAN STAR MOVING & STORAGE), ERIK DERI, TANYA DERI, (aka TANYA MARTIN, aka TANYA DEREI), JOE NAHAM, (aka JOSEF NAHUM, aka YOSI DEREI, aka AVNER Y JOSEFY, aka RAYMOND NEILSEN, aka NIELSEN RAYMOND), MARTIN KIRK II, YUVAL DEREI, MICHAEL AIRGOOD, and KRISTEN KLEIN (aka KRISTEN AIRGOOD) did knowingly and unlawfully obstruct, delay and affect, and attempt to obstruct, delay and affect interstate commerce and the movement of articles and commodities in such commerce by means of extortion, in that defendants unlawfully received money for interstate moving services from customers, with their consent induced by the wrongful use of fear of actual and threatened economic harm, in that defendants threatened to withhold delivery of customers' goods unless they paid money that NATIONWIDE claimed it was owed.

<u>COUNT</u>	<u>DATE</u>	<u>VICTIM</u>	<u>INTERSTATE MOVE AFFECTED</u>
40	3/14/03	A. & J.B.	goods loaded onto truck in San Jose, CA by NATIONWIDE moving crew; delivery destination: Wausheka, WI; NATIONWIDE demanded payment of \$8,640.00, instead of \$3,696.00

1	41	3/15/03	A.K.	goods loaded onto truck in Portland, OR by
2				NATIONWIDE moving crew; delivery
3				destination: Carlsbad, CA; NATIONWIDE
				demanding payment of \$2,990.00, instead of
				\$1,750.00
4	42	3/24/03	D.C.	goods loaded onto truck in Seattle, WA by
5				NATIONWIDE moving crew; delivery
6				destination: Los Angeles, CA; NATIONWIDE
				demanding payment of \$2,200.00, instead of
				\$1,100.00

7 All in violation of Title 18, United States Code, Sections 1951 and 2.

8
9 **COUNTS 43 - 49**
(Interference with Commerce by Extortion)

10 74. Paragraphs 1 through 18 are realleged and incorporated as though fully set
11 forth herein.

12 75. On or about the dates set forth below, in the Western District of
13 Washington, and elsewhere, NATIONWIDE MOVING & STORAGE, LLC,
14 (aka NORTHSTAR MOVING & STORAGE, aka AMERICAN STAR MOVING &
15 STORAGE), ERIK DERI, TANYA DERI, (aka TANYA MARTIN, aka TANYA
16 DEREI), YUVAL DEREI, MICHAEL AIRGOOD, and KRISTEN KLEIN did
17 knowingly and unlawfully obstruct, delay and affect, and attempt to obstruct, delay and
18 affect interstate commerce and the movement of articles and commodities in such
19 commerce by means of extortion, in that defendants unlawfully received money for
20 interstate moving services from customers, with their consent induced by the wrongful
21 use of fear of actual and threatened economic harm, in that defendants threatened to
22 withhold delivery of customers' goods unless they paid money that NATIONWIDE
23 claimed it was owed.

24	<u>COUNT</u>	<u>DATE</u>	<u>VICTIM</u>	<u>INTERSTATE MOVE AFFECTED</u>
25	43	4/18/03	M. & S.A.	goods loaded onto truck in Beaverton, OR by
26				NATIONWIDE moving crew; delivery
27				destination: Vancouver, WA; NATIONWIDE
28				demanding payment of \$630.00, instead of
				\$480.00

1	44	5/13/02	K. & D.B.	goods loaded onto truck in Bothell, WA by NATIONWIDE moving crew; delivery destination: Gottlettsville, TN; NATIONWIDE demanded payment of \$8,400.00, instead of \$3,780.00
2				
3				
4	45	5/19/03	C.L.M.	goods loaded onto truck in Gilbert, AZ by NATIONWIDE moving crew; delivery destination: White Post, VA; NATIONWIDE demanded payment of \$12,8260.00, instead of \$3,850.00
5				
6				
7	46	5/28/03	A.J.	goods loaded onto truck in Berkley, CA by NATIONWIDE moving crew; delivery destination: Margate, FL; NATIONWIDE demanded payment of \$1,400.00, instead of \$800.00
8				
9				
10	47	6/27/03	N.K.	goods loaded onto truck in Seattle, WA by NATIONWIDE (dba AMERICAN STAR) moving crew, MICHAEL AIRGOOD, foreman; dclivery destination: Las Vegas, NV; AMERICAN STAR crew demanded payment of \$2,830.00, instead of \$1,595.00; YUVAL DEREI and ERIK DERI both demanded payment of inflated price before goods would be delivered
11				
12				
13				
14				
15	48	7/01/03	J.J.	goods loaded onto truck in Los Angeles, CA by NATIONWIDE (dba AMERICAN STAR) moving crew; delivery destination: San Antonio, TX; AMERICAN STAR demanded payment of \$3,400.00, instead of \$1,300.00
16				
17				
18	49	7/11/03	C.R.	goods loaded onto truck in Seattle, WA by NATIONWIDE (dba AMERICAN STAR) moving crew; delivery destination: Gaithersburg, MD; AMERICAN STAR demanded payment of \$3,170.00, instead of \$1,428.70
19				
20				
21				

22 All in violation of Title 18, United States Code, Sections 1951 and 2.

23 FORFEITURE

24 76. The allegations of Counts 2 through 49 of this Indictment are realleged
25 and incorporated by reference for the purpose of alleging forfeiture to the United States
26 of America of certain property in which one or more of the defendants have an interest,
27 pursuant to the provision of Title 18, United States Code, Section 981(a)(1)(C).
28

1
2 77. Upon conviction of any violation of Title 18, United States Code,
3 Sections 1343 and 1951, each defendant shall forfeit to the United States any property,
4 real or personal, constituting or derived from proceeds traceable to such violation,
5 pursuant to Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United
6 States Code, Section 2461(c), including, but not limited to, the following:
7

- 8 A) One 1999 Mitsubishi Fuso truck
VIN # JW6DEMIE2XM000668;
9
10 B) One 2002 Toyota Tacoma truck
VIN # 5TEHN72N62Z132317;
11
12 C) One 1999 Mazda Miata automobile
VIN # JMINB3534X0102156
13
14 D) all the contents of Bank of America account # 23260904, in the
name of NATIONWIDE MOVING SYSTEMS, LLC.

15 78. If any of the property or proceeds described above as being subject to
16 forfeiture pursuant to any violation of Title 18, United States Code, Sections 1343 and
17 1951, as a result of any act or omission of the defendants:

- 18 A) cannot be located upon the exercise of due diligence;
19 B) has been transferred, or sold to, or deposited with a third person;
20 C) has been placed beyond the jurisdiction of the Court;
21 D) has been substantially diminished in value; or
22 E) has been commingled with other property which cannot be
subdivided without difficulty;

23 it is the intent of the United States, pursuant to Title 21, United States Code, Section
24 853(p), as incorporated by Title 28, United States Code, Section 2461(c), to seek
25

26 //

27 //

28 //


1 forfeiture of any other property of the defendants up to the value of the above
2 forfeitable property or to seek the return of the property to the jurisdiction of the Court
3 so that the property may be seized and forfeited.

4 All pursuant to the provisions of Title 18, United States Code, Section
5 981(a)(1)(C), Title 28, United States Code, Section 2461(c), and Title 21, United States
6 Code, Section 853.

7 A TRUE BILL:

8 
9 FOREPERSON

11-20-03
DATE

10
11  for
12 JOHN MCKAY
13 United States Attorney

14 
15 FLOYD G. SHORT
16 Assistant United States Attorney

17 
18 KATHRYN A. WARMA
19 Assistant United States Attorney

20 
21 RICHARD E. COHEN
22 Assistant United States Attorney